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JULIE SAMORA and TIANA BEARD,  
individually and on behalf of others similarly  
situated

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JULIE SAMORA and TIANA BEARD,  
individually, and on behalf of others  
similarly situated,

Plaintiff,

vs.

CHASE DENNIS EMERGENCY  
MEDICAL GROUP, INC., a California  
Corporation; TEAM HEALTH  
HOLDINGS, INC., a Delaware  
corporation; and DOES 1 through 50,

Defendants.

Case No. 5:20-cv-02027-BLF

~~[PROPOSED]~~ AMENDED FINAL  
JUDGMENT FOLLOWING  
SUPPLEMENTAL SETTLEMENT

Date: August 3, 2023  
Time: 9:00 a.m.  
Courtroom: 3 – 5<sup>th</sup> Floor

Action Filed: February 7, 2020  
Removal Filed: March 23, 2020  
FAC Filed: April 20, 2020  
SAC Filed: November 16, 2021

**[PROPOSED] FINAL JUDGMENT**

This matter came before the Court for a hearing on Plaintiffs' Motion for Final Approval of Supplemental Class Action Settlement. Due and adequate notice having been given to Class Members as required by the Court's April 13, 2023 Order Granting Preliminary Approval (Dkt. 96), and the Court having considered all papers filed and proceedings herein, and having received no objections to the settlement, and determining that the settlement is fair, adequate, and reasonable, and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Addendum to the Joint Stipulation of Class Action Settlement and Release of Claims ("Addendum") filed in this Action.

2. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

3. The Supplemental Notice of Class Action Settlement fully and accurately informed the Omitted Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Omitted Class Members; and complied fully with the laws of the United States of America and due process. The class notice fairly and adequately described the settlement and provided Omitted Class Members with adequate instructions and a variety of means to obtain additional information.

4. Omitted Class Members were given a full opportunity to participate in the Final Approval hearing, and all Omitted Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Omitted Class Members who did not timely and properly opt-out of or request exclusion from the settlement are bound by this Judgment.

5. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and

1 investigation conducted by Class Counsel; that the settlement is the result of serious, informed,  
2 adversarial, and arm's-length negotiations between the Parties; and that the terms of the  
3 settlement are in all respects fair, adequate, and reasonable.

4 6. In so finding, the Court has considered all evidence presented, including evidence  
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims  
6 presented; the likely duration of further litigation; the amount offered in settlement; the extent of  
7 investigation and discovery completed; and the experience and views of counsel. The Parties have  
8 provided the Court with sufficient information about the nature and magnitude of the claims  
9 being settled, as well as the impediments to recovery, to make an independent assessment of the  
10 reasonableness of the terms to which the Parties have agreed.

11 7. Accordingly, the Court hereby approves the settlement as set forth in the  
12 Addendum and expressly finds that the settlement is, in all respects, fair, reasonable, adequate,  
13 and in the best interests of the entire Settlement Class and hereby directs implementation of all  
14 remaining terms, conditions, and provisions of the Addendum. The Court also finds that  
15 settlement now will avoid additional and potentially substantial litigation costs, as well as delay  
16 and risks if the Parties were to continue to litigate the case. Additionally, after considering the  
17 monetary recovery provided by the settlement in light of the challenges posed by continued  
18 litigation, the Court concludes that the settlement provides Omitted Class Members with fair and  
19 adequate relief.

20 8. The Supplemental Settlement is approved with respect to all persons who were  
21 employed in hourly, non-exempt positions at Defendants' facilities in the State of California at  
22 any time during the time period from February 7, 2016 through February 22, 2022 who did not  
23 receive payment under the prior settlement distribution.

24 9. Plaintiffs Julie Samora and Tiana Beard (collectively, "Plaintiffs") are suitable  
25 representatives and are hereby appointed the representatives for the Settlement Class. The Court  
26 finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured  
27 adequate and zealous advocacy for the Settlement Class, and that Plaintiffs' interests are aligned  
28 with those of the Settlement Class.

1           10.     The Court finds that the attorneys at Matern Law Group, PC have the requisite  
2 qualifications, experience, and skill to protect and advance the interests of the Settlement Class.  
3 The Court therefore finds that this law firm satisfies the professional and ethical obligations  
4 attendant to the position of Class Counsel, and hereby appoints them counsel for the Settlement  
5 Class.

6           11.     The Court approves settlement administration costs and expenses to be paid from  
7 the Supplemental Gross Settlement Amount in the amount of \$6,000 to Phoenix Class Action  
8 Administration Solutions.

9           12.     The Court finds that the Settlement Agreement's payment of \$188,233.06 to the  
10 California Labor Workforce Development Agency ("LWDA") is appropriate and awards such  
11 payment to the LWDA to be paid from the Supplemental Gross Settlement Amount.

12           13.     The Court finds that attorneys' fees for Class Counsel in the amount of  
13 \$810,287.28 from the Supplemental Gross Settlement Amount is reasonable under the lodestar  
14 method and as a percentage of the common fund. The Court finds that the number of hours Class  
15 Counsel spent prosecuting this Action is reasonable and Class Counsel's hourly rates are  
16 reasonable and in line with rates prevailing in the community. The Court awards Class Counsel  
17 \$810,287.28 in attorneys' fees to be paid from the Supplemental Gross Settlement Amount.

18           14.     Defendant shall pay Omitted Class Members pursuant to the procedure described  
19 in the Addendum.

20           15.     Defendants shall separately pay their share of payroll taxes in addition to the Gross  
21 Settlement Amount.

22           16.     All Omitted Class Members were given a full and fair opportunity to participate in  
23 the Approval Hearing, and all members of the Omitted Settlement Class wishing to be heard have  
24 been heard. Members of the Omitted Settlement Class also have had a full and fair opportunity to  
25 exclude themselves from the proposed settlement and the class. Accordingly, the terms of the  
26 Addendum and of the Court's Order shall be forever binding on all Omitted Class Members who  
27 did not timely and properly opt out of the settlement. These Omitted Class Members have  
28 released and forever discharged the Defendants for any and all Released Claims.

1 17. Without affecting the finality of this Judgment, the Court shall retain exclusive and  
2 continuing jurisdiction over the above-captioned action and the parties, including all Class  
3 Members, for purposes of enforcing the terms of the Judgment entered herein.

4 18. The Court hereby enters judgment for Plaintiffs and the Omitted Class Members in  
5 accordance with the terms of the Addendum.

6 19. This Judgment is intended to be a final disposition of the Action and is intended to  
7 be immediately appealable.

8 20. The Court directs that a judgment shall be entered in accordance with the terms of  
9 this Judgment.

10 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

11  
12 DATED: August 9, 2023

  
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HON. BETH LABSON FREEMAN  
UNITED STATES DISTRICT JUDGE